

REQUEST FOR BID NOTICE

TO RECEIVE A BID PACKAGE, BIDDER MAY EITHER DOWNLOAD THE BID FROM THE AUTHORITY'S WEBSITE AT <http://www.state.nj.us/turnpike/purchasing.html> OR REQUEST A BID BY COMPLETING THIS FORM AND FAXING IT TO THE NUMBER STATED BELOW FOR RECORD KEEPING PURPOSES. WE REQUEST THAT THE BIDDER COMPLETE THIS FORM AND RETURN TO US, EVEN WHEN BIDDER IS DOWNLOADING THE BID. THIS IS THE ONLY NOTICE OF BIDDING FOR THE FOLLOWING GOODS / SERVICES YOU WILL RECEIVE.

THE NEW JERSEY TURNPIKE AUTHORITY PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT

New Jersey Turnpike Administrative Offices

P.O. Box 5042

581 Main Street

Woodbridge, New Jersey 07095-5042

Tel. - 732-750-5300 Fax - 732-750-5399

REQUEST FOR BID

TITLE: **SNOW AND ICE REMOVAL AT GARDEN STATE PARKWAY PARK AND RIDES**

BID NO: **RM-108958**

DUE DATE: **JULY 30, 2014**

TIME: **11:00 AM**

SUBMIT BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS

BIDDER INFORMATION (PLEASE PRINT)

NAME OF BIDDING ENTITY

ADDRESS

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO.

FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO.

FAX NO

☐ **WE HAVE DOWNLOADED THE BID FROM THE AUTHORITY WEBSITE**

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TELEPHONE NO.

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FAX NO.

BUSINESS CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL

OTHER (SPECIFY): _____

SECTION I

A. INTRODUCTION

The New Jersey Turnpike Authority (the “Authority”) was created by an act of the New Jersey Legislature in 1948, known as the New Jersey Turnpike Authority Act (as amended and supplemented, “Act”). The Act authorizes the Authority to construct, maintain, repair, and operate the New Jersey Turnpike, to collect tolls, and to issue Turnpike Revenue Bonds or Notes, subject to the approval of the Governor, payable from tolls and other revenues of the Authority. On May 27, 2003, the Act was amended to empower the Turnpike to assume all powers, rights, obligations and duties of the New Jersey Highway Authority (the “Highway Authority”), which owned and operated the Garden State Parkway and PNC Bank Arts Center. On July 9, 2003, the Authority assumed all powers, rights, obligations and duties of the Highway Authority. The Authority currently operates both the Garden State Parkway (“GSP”) and the New Jersey Turnpike (“Turnpike”) (both roads are collectively referred to herein as the “Roadways”).

The Authority is governed by an eight member Board of Commissioners (“Board”). The Governor of New Jersey appoints each of its members and has the statutory authority to overturn an action of the Board by vetoing any Board action within 10 days of receiving the minutes of the meeting. The Board authorizes awards of all public contracts over \$35,000, except in cases where it has delegated authority to the Executive Director.

This bid solicitation is being conducted pursuant to the Authority’s enabling statute as found in N.J.S.A. 27:23-6.1 and Executive Order number 37 (Corzine 2006) and the regulations and policies of the Authority with regard to public bid procurement.

B. BIDDER GUIDELINES/CHECKLIST

BIDS THAT FAIL TO CONFORM TO THE FOLLOWING REQUIREMENTS MAY BE REJECTED:

1. The Request for Bids ("RFB"), including specifications and related bid documents ("Bids") must be received at or before the due date and time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 581 Main Street, Woodbridge, New Jersey 07095. Late Bids will be returned unopened. Telephone or facsimile Bids will not be accepted.
2. The entity submitting a Bid ("Bidder") must provide one original and one copy of the Bid. The Bid must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of contract.
3. All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications.
4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the Bidder.
5. If checked this RFB requires the **following mandatory document(s) or the Bid will be rejected:**
 - (a) Bid Bond or Cashier's Check for 10% of the amount Bid or a Letter of Surety ☒
 - (b) Stockholder/Partnership Disclosure Statement ☒
6. See the Authority's Instruction to Bidders for a complete list of the Authority's standard contract Terms and Conditions, as well as required forms that must be included with the Bid (**ATTACHED**). **The following checked documents are required for this Bid. Failure to submit the required forms may result in the rejection of the Bid.**
 - (a) State of New Jersey Division of Revenue Business Registration Certificate ☒
 - (b) Certification of Registration with the Secretary of State (only if non-NJ corporation) ☒
 - (c) Acknowledgement of requirement for Disclosure of Political Contributions (ELEC) ☒
 - (d) Public Works Contractor Registration Certificate(s) (if applicable) ☐
 - (e) Affirmative Action Information Sheet with Certificate or Form AA302 ☒
 - (f) Signed Mandatory Equal Employment Opportunity Language ☒
 - (g) SBE/WBE/MBE Certificates and Form ☒
 - (h) Vendor Disclosure Form (EO129-Location of Services) ☒
 - (i) Notice of Set-Off for State Tax (P.L. 1999, c 159) ☒
 - (j) Automobile Insurance Liability Waiver ☐
 - (k) Insurance Certificate(s) ☒
 - (l) Disclosure of Investment in Iran ☒
7. Bidder must sign Bid ☒
8. Qualifying Affidavit (Pages 8-9) ☒
9. Qualification Questionnaire (Pages 10-11) ☒

CAUSES FOR POTENTIAL REJECTION OF BID

In compliance with statutory and decisional law, the New Jersey Turnpike Authority reserves the right to reject any bid in its sole discretion deemed not to be in its best interest, including but not limited to the following reasons:

- failure to comply with any requirement of the bid documents;
- if bid prices are deemed to be excessive;
- if upon inspection, the Director of Maintenance finds the Bidder's equipment to be unacceptable;
- past performance has been deemed unsatisfactory; or
- if an area or the bid solicitation has been cancelled.

CONTRACT BOND

A Contract Bond for 50% of the amount indicated in the Bid Sheets will be required from the successful bidder(s) after award of the Contract. The Contract Bond shall be on the New Jersey Turnpike Authority form, fully executed by the Contractor and the bonding company, licensed to do business in the State of New Jersey with an AM Best Rating of A-VII or better.

REQUEST FOR BIDS

Sealed Bids for RM-108958 will be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main St., Woodbridge, New Jersey, as stated on the cover page at which time and place said proposal will be publicly opened and read. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of their Public Bids. Please be advised that using overnight / next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any bid not being received by the required date and time.

INTENTION

It is the intention of the Authority to issue a Purchase Agreement for the procurement of **SNOW AND ICE REMOVAL AT THE GARDEN STATE PARKWAY PARK AND RIDES.** Services purchased under this Agreement will be delivered as directed by the Authority. The term of the contract shall be for two (2) years with the option to extend for three additional one-year terms at the Authority's discretion and Vendor's concurrence. Any questions regarding this procurement contract, please call 732-750-5300 contact: Richard Bava X-8636.

BID SHEET INSTRUCTIONS

Prospective Bidders should follow all instructions in this Request for Bids and in the standard Instructions to Bidders issued by the Authority, and any other documents issued by the Authority in connection with this Request for Bids (collectively, "Bid Documents"). Prospective Bidders must examine the Bid Documents carefully before bidding and must ask the Director of Procurement and Materials Management Department ("PMM") in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. Any written request for interpretation or correction shall be directed to the Director of PMM. Written requests can be submitted by FAX at 732-750-5399. If necessary, an interpretation or correction shall be issued by the Director of PMM as an Addendum and FAXED to prospective Bidders who have obtained the Bid Documents. Upon the issuing of an Addendum, the content of the Addendum shall become part of the Bid Documents. **Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the bid opening date.**

Only written interpretations or corrections issued by the Director of PMM by Addendum shall be binding.

The submission of the Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify the Director of PMM of the existence of an ambiguity, inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the interpretation of such ambiguity or inconsistency.

All erasures, interpolations or other physical changes on the Bid form shall be signed or initialed by the bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in this Request for Bids, or irregularities of any kind, may be rejected by the Authority, in its sole discretion, as being incomplete. The bidders shall not attach conditions, limitations or provisos to their Bid, except in cases where “Exceptions” are permitted.

Bidders must supply a price for every item listed per area. Bidders must quote only one price per line item. If a bidder quotes multiple prices per line item, the bid proposal may be rejected.

The Authority will purchase amounts of any given item as needed, at the sole discretion of the Authority and shall not be bound by any quantities listed. The Authority reserves the right to make reasonable increases to line item quantities. All items are to be bid FOB Destination. All shipping, handling, and other costs should be considered in the bid price.

This RFB hereby incorporates all of the terms, conditions and provisions of the “Instructions to Bidders – 2014” as said Instructions appear on the New Jersey Turnpike Authority website. In the case of any conflict between the terms, conditions and provisions within this RFB and those of the “Instructions to Bidders – 2014”, the terms conditions and provisions of the RFB shall supersede the Instructions.

**Award will be made to the lowest, responsible and responsive bidder
for the total items bid per area.**

**ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA FAX NO LATER THAN
FIVE (5) BUSINESS DAYS BEFORE BID OPENING**

QUALIFYING AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____

I, _____,

_____ of _____,

The Pres., Vice Pres., Owner or Partner
being first duly sworn, deposes and says:

Company

1. That the _____ (Company) (Owner) wishes to be qualified to bid on the New Jersey Turnpike Authority Snow Plowing Contract, on the New Jersey Turnpike or the Garden State Parkway.
2. That _____ (Company) (Owner) wishes to demonstrate moral integrity in accordance with the Agreement and Specifications to be rendered herein.
3. That in accordance with said Procedures as of the date of signing this Affidavit, neither the Company, nor any of its Owners, Officers, or Directors are involved in any Federal, State or other governmental investigation concerning criminal or quasi-criminal violations, except as follows (if none, so state):
4. Deponent further states that neither the _____ Company, nor any of its Owners, Officers or Directors, have ever engaged in any violation of a Federal or State Criminal Statute or ever been indicted, convicted, or entered a plea of guilty, non vult or nolo contentre to any violation of a Federal or State Criminal Statute; or ever engaged in a violation of any nature regarding work on contracts performed by it, including, but not limited to, OSHA, NJDOT and NJDEP violations, except as follows (if none, so state):
5. That any depository, vendor or other agency herein or later named is hereby authorized to supply the New Jersey Turnpike Authority with any information necessary to verify any statement made in this Contractor's Qualifying Statement.
6. That as of the date of signing this Affidavit, outstanding liens filed against this Company are as follows (if none, so state):
7. That the undersigned, being authorized to act on behalf of _____ Company, certifies that I am personally acquainted with the operations of said Company, have full knowledge of the factual basis comprising the contents of this Contractor's Qualifying Statement and that the same are true to my knowledge.

8. That, if a Corporation, the corporation _____ incorporated in the State of _____ (is, is not) New Jersey. If not a New Jersey Corporation, the corporation _____ (is, is not) authorized to do business in the State of New Jersey (attach Certificate of Authorization from Secretary of State).
9. That, in accordance with said Procedures as of the date of signing this Affidavit, _____ Company has not been disqualified from future bidding on any State of New Jersey project, including but not limited to, projects of any State Agency, the Turnpike Authority or any other independent Authority by reason of claiming its rights to withdraw a bid because of unilateral mistake, and has not been disqualified from future bidding on any State of New Jersey project, including but not limited to, projects of any State Agency, the Turnpike Authority or any other independent authority, for any other reason except as follows (if none, so state):
10. That this Contractor's Qualifying Statement is made to induce the New Jersey Turnpike Authority to accept qualifications knowing that the said New Jersey Turnpike Authority relies upon the truth of the statements therein contained.

Company

Sworn and subscribed to before me this

_____ day of _____ 20 _____

Signature

Notary Public

Title

NOTE: Complete and Return With Bid

NEW JERSEY TURNPIKE AUTHORITY

**QUALIFICATION QUESTIONNAIRE FOR SNOW AND ICE REMOVAL AT THE GARDEN
STATE PARKWAY PARK AND RIDES**

All Bidders Shall Complete This Questionnaire In Its Entirety For Each Contract Being Bid. Any Bidder Who Fails To Complete This Form In Its Entirety Shall Be Considered Non-Responsive Which May Result In Rejection Of The Bid.

Name of Firm/Contractor _____

Business Address _____ Phone# _____

Home Address _____ Phone # _____

Name of Superintendent/Representative _____

Business Address _____ Phone # _____

List Two (2) State Agencies for which you have provided similar services:

Agency's Name: _____

Address _____

Contact Individual: _____ Phone # _____

Agency's Name: _____

Address _____

Contact Individual: _____ Phone # _____

Indicate how long you have provided contract plowing services of this type:

Years _____ Months _____

NEW JERSEY TURNPIKE AUTHORITY

**DRAFT CONTRACT FOR SNOW AND ICE REMOVAL
AT THE GARDEN STATE PARKWAY PARK AND RIDES**

CONTRACT NUMBER(S): _____

THIS AGREEMENT, dated _____, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey having its principal office at 581 Main Street, Woodbridge, New Jersey (the "Authority") and _____, a corporation of the State of _____, having principal offices located at _____ (the "Contractor").

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment, and insurance to provide for the services of **SNOW AND ICE REMOVAL AT THE GARDEN STATE PARKWAY PARK AND RIDES** specified in this contract in strict conformance with Specifications attached hereto and made a part hereof.

The term of the Agreement shall commence on the date of the Purchase Order and terminate two (2) years therefrom, unless earlier terminated as provided in the Specifications. The Authority may opt, at its sole discretion, to renew this Agreement for three (3) additional one (1) year terms.

The Contractor agrees to defend, indemnify and save harmless the Authority, its officers, agents and employees and each and every one of them against and from, and to make payment of all or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of the Contractor or of its subcontractors or of the officers, agents and employees of the Authority), resulting from any act or omission or from the willful misconduct of the Contractor or of any of its officers, agents, employees or subcontractors or of the Authority, its officers, agents, and employees, in any manner related to the subject matter of this Agreement. Any money due to the Contractor under and by virtue of this Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

In consideration of the premises, the Authority hereby agrees to pay, as sole compensation for the performance of the Project, payments for the actual quantity of authorized work performed, as provided in the Specifications, at the prices for the Scheduled Items of Work in the Proposal.

This Agreement is to be binding upon the Authority, its successor or successors, and upon the Contractor and its heirs, executor, administrators, successor or successors, and is voidable and may be terminated by the Authority, in accordance with the terms of the Specifications, or upon violation by the Contractor of any statute relative thereto.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this agreement and to affix their respective corporate seals thereto on the day and year first above written.

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Sheri Czajkowski
Secretary

[Corporate Seal]

BY _____
Joseph W. Mrozek Jr.
Executive Director

ATTEST:

Company Name

Name / Title

BY _____
Name / Title

NOTIFICATION OF INTENT TO SUBCONTRACT

Pursuant to Section VII. O of the Instruction To Bidders, in the event that the bidder proposes to subcontract services to be performed under the resulting contract, the bidder shall so state below. Furthermore, pursuant to the Specifications, the successful Bidder (“Contractor”) shall require all subcontractors to comply with all documents required along with the insurance requirements stated herein. If any subcontractor cannot comply with the insurance requirements, then such subcontractor shall be added under the Contractor’s policies as additional insured.

List the Names Addresses, Phone & Fax Numbers of Proposed Subcontractor(s). Indicate whether the subcontractors are registered as a NJ Small Business Enterprise (“SBE”) in either Category 1, 2, or 3 by the Department of Treasury.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface. There is no handwriting or other markings on the paper.

NEW JERSEY TURNPIKE AUTHORITY

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER: RM-108958

BID TITLE: SNOW AND ICE REMOVAL
AT THE GARDEN STATE PARKWAY PARK AND RIDES

If you do not choose to respond to this Bid, please complete the form below:

Name of Company_____

Reason you did not respond (Check all that apply)

- _____ Cannot supply product or service
- _____ Cannot meet technical specifications
- _____ Cannot meet delivery specifications
- _____ Cannot meet legal requirements
(i.e. bid/performance/security/insurance, etc.)
- _____ Cannot provide a competitive price at this time
- _____ Interested in receiving specifications for informational purposes only.
- _____ Insufficient lead time to respond
- _____ Other :(please be specific)

Do you wish to remain on our mailing list?

_____Yes _____No

Additional comments: _____

Signed :(optional)_____

Company:_____

[illegible]

Delivery Date Exception _____
Warranty Date Exception _____
Vendor's Name _____
Signature of Vendor Responsible Officer _____
Date _____

BID FORMS

Garden State Parkway Commuter Lot Snow Plowing and Salting

Contract No. CL-165-14 and Contract No. CL-91-14

This document comprises all the work prescribed under snow removal **Contract No. CL-165-14** and **Contract No. CL-91-14**. Bidders can bid on one or both contracts; the Authority reserves the right to award a contract or contracts on the basis of any proposal or proposals, as in its judgment, will be in its best interests. If bid results warrant, (1) an award will be made in each of the following Contracts to separate bidders or, (2) a sole award for both Contracts to one bidder. Bidders must supply pricing on every line of the bid sheet.

Award will be based on an analysis of the total prices based on the following theoretical usage:

Sixteen (16) hours Regular Operating Hours <6" Total Accumulation- Monday to Friday
Eight (8) hours Premium Operating Hours <6" Total Accumulation- Sat/Sun/Holiday
Sixteen (16) hours Regular Operating Hours ≥6" Total Accumulation- Monday to Friday
Eight (8) hours Premium Operating Hours ≥6" Total Accumulation- Sat/Sun/Holiday

For Illustrative purposes only -- Bidders are to provide all fuel, oil, ballast, repairs, insurance, supervision, equipment; supplies and personnel to maintain the operation of contracted equipment for performance in accordance with the contract awarded for the duration of the call out. These items should be incorporated into the hourly rate as shown below:

Operating Hours (A)	Snow Depth (B)	Total Hours (C)	Hourly Rate (D)	Total Price (C x D)
16 hour Monday to Friday	<6 inches	16	\$400	\$6400
8 hour Saturday/Sunday/Holiday	<6 inches	8	\$500	\$4000
16 hour Monday to Friday	≥6 inches	16	\$600	\$9600
8 hour Saturday/Sunday/Holiday	≥6 inches	8	\$750	\$6000
Grand Total =				\$26,000.

PARKWAY BID SHEETS

Contract No. CL-165-14 for Snow Removal at Milepost 165 Contract Bond = \$95,000

Operating Hours (A)	Snow Depth (B)	Total Hours (C)	Hourly Rate (D)	Total Price (C x D)
Monday to Friday	<6 inches	16	\$	\$
Saturday/Sunday/Holiday	<6 inches	8	\$	\$
Monday to Friday	≥6 inches	16	\$	\$
Saturday/Sunday/Holiday	≥6 inches	8	\$	\$
<u>Grand Total</u> =				\$

Contract No. CL-91-14 for Snow Removal at Milepost 91 Contract Bond = \$75,000

Operating Hours (A)	Snow Depth (B)	Total Hours (C)	Hourly Rate (D)	Total Price (C x D)
Monday to Friday	<6 inches	16	\$	\$
Saturday/Sunday/Holiday	<6 inches	8	\$	\$
Monday to Friday	≥6 inches	16	\$	\$
Saturday/Sunday/Holiday	≥6 inches	8	\$	\$
<u>Grand Total</u> =				\$

**ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA FAX NO LATER THAN
FIVE (5) BUSINESS DAYS BEFORE BID OPENING**

NEW JERSEY TURNPIKE AUTHORITY

Andrea E. Ward
Director, PMM Department

Name of Company / Authorized Signature of Bidder

SIGNATURE PAGE

ADDENDA / INQUIRIES: COMPLETE (if applicable) BEFORE SUBMITTING BID:

Receipt of Addendum / Inquiries # _____ dated _____ is hereby acknowledged.

Receipt of Addendum / Inquiries # _____ dated _____ is hereby acknowledged.

☐ **CHECK BOX IF NO ADDENDA/INQUIRY ISSUED**

(All Addenda / Inquiries must be acknowledged as indicated above.)

BID IRREVOCABLE: This offer shall be irrevocable for ninety (90) working days after the date on which the Authority publicly opens this bid except in those instances where an unsuccessful bidder has filed a Protest pursuant to N.J.A.C. 19:9-2.12. Upon notification of a Protest, Bidders are required to hold their prices for an additional 90 days. All bidders will be notified in writing of the action taken by the Authority.

OFFER/CERTIFICATION: The undersigned offers and agrees to furnish to the New Jersey Turnpike Authority the services and/or materials in compliance with all terms, conditions, specifications and addenda of the RFB, Bid Documents, and resulting contract. The undersigned further certifies understanding and compliance with the requirements of the standard terms and conditions as stated in the Instructions to Bidders included with the Bid Documents. The undersigned certifies that he or she executes this bid with full authority so to do; and that all statements contained in this bid and in this certification are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained herein and in any statements requested by the Authority showing evidence of qualifications in awarding the contract.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Bidding Entity: _____

Address: _____

City, State, Zip: _____

Telephone #: _____ Fax: _____ E-mail Address: _____

SECTION 1

1 DEFINITIONS

Whenever in the Contract the following terms or pronouns in place of them are used, their intent and meaning shall be interpreted as follows:

AUTHORITY - The New Jersey Turnpike Authority

DIRECTOR - Director of Maintenance of the Turnpike Authority or his respective duly designated representative, acting within the scope of the particular authority vested in him.

PROJECT - The entire scope of work to be performed under the Contract, including the furnishing and doing of all things necessary or proper therefore or incidental thereto.

HOLIDAY - The following days shall be considered Holidays:

New Year's Day, Martin Luther King's Birthday, Presidents Day, Thanksgiving Day, Christmas Day, Easter

In addition, whenever any of the six mentioned Holidays falls on a weekend and is observed on a weekday, the day of observance shall be considered as a Holiday.

2. EXECUTION OF CONTRACT AND CONTRACT BOND

The Contractor to whom the Contract(s) has been awarded shall within ten (10) days of the date of Notification of Award:

- (a) Execute and deliver to the Authority five (5) originals of the Contract.
- (b) Execute and deliver to the Authority five (5) originals of a Contract Bond on the Authority's form a sum not less than the amounts stipulated above. The Contractor shall maintain this Contract Bond until final payment is made by the Authority. In the event of insolvency of the Surety, the Contractor shall forth with furnish and maintain other Surety satisfactory to the Authority.

The above shall be executed and delivered before the Contract(s) will be executed and dated by the Authority.

3. TERMINATION OF CONTRACT

It is recognized by the parties hereto that the services to be provided under this Contract form a part of an essential public service and that such services must be timely and thorough. Accordingly, it is agreed that this Contract may be terminated by the Authority, if in the opinion of the Director, the Contractor's performance is unsatisfactory. Such termination shall be upon thirty (30) days written notice to the Contractor and the parties hereto shall be released from any and all liability, claims or causes of action arising out of this Contract, except for the payment to the Contractor for work performed up to and including the date of the termination, less any damage caused by the Contractor to property of the Authority, prior to the date of termination.

The Authority reserves the right to cancel, upon reasonable notice, any contract or obligation of the Authority based upon these specifications if the Contractor:

- (a) Fails to meet any of the qualification requirements of these specifications.
- (b) Fails, for whatever reason(s), to maintain the required insurance coverage during the period of this agreement.
- (c) Knowingly performs work that is in violation of Federal, State, County, and/or local law, statute or regulation.
- (d) Fails to provide the required services within the specified times, unless given a written extension by the Authority.
- (e) Petitions any court for bankruptcy proceedings or becomes insolvent in fact or in law.
- (f) Performs any work that could reasonably place any person in grave danger of life limb, or general safety.
- (g) Breaches a material term of the Contract and/or Technical Specifications, the Instruction to Bidders, or the Request for Quotation.

4 TERM OF CONTRACT AND BID PRICES

The length of contract period shall be from **October 15, 2014 through April 30, 2016**. The Authority reserves the right to extend the contract for three additional one-year periods.

The bidder's prices shall remain firm for **one (1)** year. Succeeding years of the contract will be adjusted yearly based on the CPI as designated in the average Consumer Price Index for the combined New York City and Philadelphia metropolitan areas. Should the Authority exercise its option to extend the contract for additional one-year periods, the rates shall be adjusted each

year by any increase in the average Consumer Price Index for the combined New York City and Philadelphia metropolitan areas. Note: however, the **maximum** increase permitted for any year of the contract shall be five percent (5%).

The benchmark for the calculation purposes shall be the difference in the CPI from base year May 2013 to April 2014 and May 2014 to April 2015, and calculated yearly for each contract thereafter with the year ending in April The bidders prices shall remain firm for **one (1)** year.

Note also that should the average CPI decrease between the completed contract year and the next year of the contract., the contractor's rate shall remain the same for the up-coming year of the contract as the most recently completed contract year, i.e., there will be no decrease.

5. ADDITIONAL CAUSES FOR REJECTION

The Authority reserves the right to reject bids not in compliance with the specifications, or, if in the best interest of the Authority, the prices are deemed to be excessive.

The Authority may reject a bid or any portion thereof, if upon inspection, the Director or his designee finds the bidders equipment to be unacceptable.

Bids may also be rejected if, in the opinion of the Authority, past performance has been deemed unsatisfactory, or if a contract has been cancelled or terminated.

At the end of each season, a Performance Evaluation will be completed for each contractor. If performance is deemed unsatisfactory, the Authority reserves the right to cancel the contract and suspend any unsatisfactory contractor from bidding on any future snow removal requirements for a minimum of three years.

6. FAMILIARITY WITH WORK

It is the obligation of the bidder to ascertain for himself, his superintendents/supervisors, operators, and/or drivers, the facts concerning conditions to be found at the locations covered by this bid where snow removal operations will be undertaken, including the physical characteristics above and on the surfaces of the Roadway, to read the specifications, terms and conditions and written instructions which can, in any way affect the work under this contract, and to make the necessary investigations relating thereto. The bidder's signature on the bid cover sheet certifies his acceptance of all field conditions.

7. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall not sublet, subcontract or otherwise transfer in any way its obligations, or the performance of same, or any equipment included in this Contract without the prior written approval of the Authority.

8. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain at its own expense, for the entire term of the Agreement, insurance for liability for damages imposed by law, in accordance with Section V A of the Instructions to Bidders attached hereto. In addition to the insurance requirements in Sections V A, 1, 2 and 3, the Contractor shall provide the following:

3b. **Umbrella Liability Insurance.** Umbrella liability insurance is required with limits in excess of those underlying policies stated under Sections VA 1, 2 and 3 of the Instruction to Bidders with minimum limits as follows: \$3 million minimum limit each occurrence and \$3 million - annual aggregate. The policy shall name the New Jersey Turnpike Authority, its Commissioners, officers, employees and agents as additional insured.

9. RESPONSIBILITY FOR WORK

The Contractor assumes full responsibility for the equipment employed in the prosecution of the work hereunder and agrees to make no claims against the Authority for damages to such equipment from any claims whatsoever.

The Contractor shall be responsible for any damage to roadway property, caused by his negligence in the performance of work under this Contract, including, but not limited to, Equipment furnished to the Contractor, guide rail, bridge parapets and railings, light standards, signs and delineators, curbs and all other structures.

In the event of such damage, the Authority reserves the right to immediately affect both temporary and permanent repairs at the expense of the Contractor, and the Contractor hereby agrees that in such event the Authority may deduct the cost of such repairs and related expenses incurred by the Authority from any monies due to the Contractor under this Contract.

10 ACCIDENT REPORTS

The Contractor shall promptly report in writing to the Authority all accidents whatsoever arising out of or in conjunction with the performance of the work, whether on or adjacent to the working site, which cause death, personal injury or property damage, giving full details and statements of witnesses.

In addition, if death or serious personal injury is caused, the accident shall be reported immediately by telephone to the Director.

If any claim is made by a third person against the Contractor on account of any accident, the Contractor shall promptly report the matter in writing to the Authority giving full details of the claim.

11 DAILY REPORTS

The Contractor shall submit a report of his operations for each 24 hour period from midnight to midnight and shall indicate therein the time of employees and equipment engaged. Forms for such reports will be supplied by the Authority and all information requested shall be furnished. Reports shall be signed by the Contractor's Supervisor and shall be delivered to the Director on a daily basis.

12 METHOD OF OPERATION

A. MANDATORY MEETINGS

A meeting will be held in October / November to review the snow removal procedures with Authority's Maintenance Department personnel and the successful contractor. Failure to attend this meeting may be considered a breach of contract. If so, the Authority reserves the right to cancel the contract obtain substitute service in the open market place and charge the defaulting Contractor for any increase in cost. **No payment will be made for attendance at any required meetings.**

All operations will be conducted according to prevailing Roadway procedures that will be discussed at the mandatory pre-season meeting(s) to be scheduled with the successful bidders.

The Contractor shall commence work immediately upon notification by the Director in accordance with provisions included hereinafter. The contractor shall immediately dispatch sufficient manpower and equipment required to perform all work. Prior to entering the Roadway, each vehicle shall be subject to inspection for proper operations of lights and safety equipment. All of the above shall be in proper working order. The work shall be prosecuted diligently without delay from the start to the completion of the snow removal operation.

The Contractor shall furnish relief personnel as required.

In all cases, the Director will determine the method of operation and the extent of areas to be cleared during each stage of the operation and he shall direct the distribution of equipment to expedite snow removal operations.

The Contractor shall keep the Director constantly informed as to the progress of the work during the storm, in accordance with the technical specifications herein.

Commuter lots shall be plowed and / or spread with Authority supplied rock salt. Rock Salt shall be supplied from the Paramus Maintenance Yard for the 165 lot, and from the Herbertsville Yard for the 91 lot.

Snow and ice shall be removed from all walkways, stairs, and pedestrian overpasses by the use of shovels and snow blowers. **Contractor supplied magnesium chloride (calcium flakes) shall be spread over the aforementioned areas.**

The Contractor is responsible for all refueling costs on the roadway at the service areas or by means of portable gasoline/diesel fuel tanks and is responsible for all associated costs.

B. STARTING – STOPPING TIME

Whenever a Contractor is called for plowing/spreading, or standby, the time shall start when a team is made ready to plow in their designated starting area. However, the Authority reserves the right to start with less than a full complement called out.

13. QUANTITY AND PAYMENT

A. OPERATING TIME

The number of operating hours for which payment will be made will be the number of hours the Contractor's crew and equipment is actually engaged in snow removal operations. The operating time for the crew and equipment will begin as soon as Contractor is given the instruction to begin work on the roadway and will end when he leaves the Roadway, except when the truck has been placed on stand-by for all or a part of such period.

Payment for operating hours will be made for the quantity of hours as above determined at the price bid for operating hour for the items OPERATING HOUR LESS THAN 6" TOTAL ACCUMULATION and OPERATING HOURS GREATER THAN OR EQUAL TO 6" TOTAL ACCUMULATION in the Proposal, which price shall include the cost of furnishing all equipment, drivers, other labor, materials, fuel, oil, ballasts, repairs, maintenance, transportation, and all else necessary therefore, and all other work in connection therewith and incidental thereto.

Total accumulation shall be determined by the Authorities contracted weather service.

Standard Operating Time (Monday – Friday):

This will be the hourly bid price for standard time per truck for each snow section. This hourly rate includes the cost of all work performed on any calendar day, exclusive of Saturdays, Sundays, and observed holidays (referenced under section 1).

Premium Operating Time (Saturday, Sunday and Holidays):

This will be the hourly bid price for each section. This hourly rate will be the total amount paid for the work performed on Saturdays, Sundays, and observed holidays (referenced under section 1).

B. STANDBY TIME

The Contractor will be paid \$500 per hour for Standby Time. The number of stand-by hours for which pay will be made will be the total number of hours the Contractor's entire crew and equipment are staged at the work site. Standby time will continue until snow removal operations begin by order of the Director or his designee. Stand-by time will be paid only for equipment fully manned and ready for immediate operation.

Standby rate will apply to all contractor equipment and man power being used in the actual snow removal operation. The number of standby hours for which payment will be made will be the total number of hours each specified piece of equipment, including drivers/operators, is on a standby basis as directed by the Maintenance Department Representative in the maintenance area to which it is assigned. Standby rate will be paid only for equipment fully manned and ready for immediate operation.

C. SUPERINTENDENT TIME

The contractor shall furnish a superintendent, who shall be responsible for the contractor's entire operation and will answer directly to the Maintenance Department Representative. The contractor's supervisor shall be responsible for the operation from the initial notification of a call out until the work has been completed. The superintendent shall also assure that all contractor equipment is road ready.

D. MEAL TIME

The Contractor will be allowed one-half (1/2) hour for every eight hours of work for meals. This one-half (1/2) hour period will be included in the time to be paid by the Authority.

E. CALL-OUT MINIMUM

Payment will be made for a minimum of six (6) hours of operating time when the contractor is issued a call-out and reports ready for work at the contractor's designated location within one (1) hour of the call out.

F. MINIMUM COMPENSATION

The Contractor is guaranteed to receive a specified minimum compensation per year under this contract. This guaranteed minimum compensation per year shall be \$5,000.00 even if his vehicles are not called out or work insufficient hours during that year to generate that compensation under the contract rates. This is not an additional payment beyond the call-out compensation, but is a guarantee that the Contractor will receive that specified minimum compensation per year:

G. INVOICING

All bills shall be submitted within two (2) working days after each completed operation and in accordance with sample bill form and instructions to be furnished by the Director at the snow meetings to be scheduled.

14. WORK TO BE PERFORMED

(A) Contract No. CL-165-14

The work to be performed under this Contract consists of snow plowing and salt spreading operations along each commuter lot (4) sidewalks, staircases, and pedestrian walkways associated with the Park and Ride located at approximately milepost 165 of the Garden State Parkway (See attached sketch SK-165)

Such activity shall include the furnishing of manned equipment, including trucks equipped with plows and/ or spreaders, pickups or other vehicles as deemed necessary. Bidders are to provide all fuel, oil, ballast, repairs, insurance, supervision, and mechanic(s) as required. Contractors will be responsible for supplying any related equipment; supplies and personnel to maintain the operation of contracted equipment for performance in accordance with the contract awarded for the duration of the call out.

Prior to the award of a contract, the Authority reserves the right to have its representatives inspect all equipment proposed by the contractor for compliance with the specifications requirements.

Operations shall be continuous and accumulation cannot exceed one inch (1") at any given time on any of the contracted surfaces. Snow may be stockpiled in the commuter lot such that no more than a maximum of eight (8) total spaces are utilized for this purpose. A finished product will result in no snow or ice on any contracted surface.

The Contractor must have all designated areas cleared within two (2) hours of the end of the event as determined by the Director.

The Contractor shall make the equipment available for inspection upon request.

(B) Contract No. CL-91-14

The work to be performed under this Contract consists of snow plowing and salt spreading operations along each commuter lot (2) sidewalks, staircases, and pedestrian walkways associated with the Academy Bus Park and Ride located at approximately milepost 91 of the Garden State Parkway (See attached sketch SK-91)

Such activity shall include the furnishing of manned equipment, including trucks equipped with plows and/ or spreaders, pickups or other vehicles as deemed necessary. Bidders are to provide all fuel, oil, ballast, repairs, insurance, supervision, and mechanic(s) as required. Contractors will be responsible for supplying any related equipment; supplies and personnel to maintain the operation of contracted equipment for performance in accordance with the contract awarded for the duration of the call out.

Prior to the award of a contract, the Authority reserves the right to have its representatives inspect all equipment proposed by the contractor for compliance with the specifications requirements.

Operations shall be continuous and accumulation cannot exceed one inch (1”) at any given time on any of the contracted surfaces. Snow may be stockpiled in the commuter lot such that no more than a maximum of four (4) total spaces are utilized for this purpose. A finished product will result in no snow or ice on any contracted surface.

The Contractor must have all designated areas cleared within two (2) hours of the end of the event as determined by the Director.

The Contractor shall make the equipment available for inspection upon request.

15. DESCRIPTION OF AREAS

Commuter Lot- Milepost 165

Total number of commuter lots- 4

Approximate total square foot of lots – 145,500 sq. ft.

Total number of parking spaces – 325

Approximate total length of sidewalks – 3,100 linear feet

Approximate total length of stairways – 180 linear feet

Commuter Lot Milepost 91

Total number of commuter lots- 2

Approximate total square foot of lots – 206,000 sq. ft.

Total number of parking spaces – 468

Approximate total length of sidewalks – 950 linear feet

Approximate total length of stairways – 50 linear feet

Total length of pedestrian walkway- 3,850 linear feet

The above noted figures are approximate and should be verified by the contractor prior to bid submissions

16. EQUIPMENT REQUIREMENTS

Each piece of the Contractor's equipment must be in compliance with Motor Vehicle Rules and Regulations applicable to such equipment used under this contract, and shall be identified on the Questionnaire Form. Lights or such other devices as required by the Authority, including but limited to, strobe lights mounted on all trucks and pickups must be visible to all surrounding traffic. Loaders shall have a minimum of two (2) strobe lights mounted on the unit and reflective striping on the rear of the unit. Units must meet all current OSHA, POSHA, ANSI, and National Traffic & Motor Vehicle Safety Acts and any other applicable standards and regulations. The contractor's supervisors must be in radio and / or cell phone contact with their own equipment operators at all times.

All equipment shall be available for service from October 15th until April 30th of each year of the contract.

Contractors equipment found inoperative or missing any required auxiliary equipment upon arrival for duty will be charged any cost incurred by the Authority to correct any deficiency.

17. COMMUNICATIONS

The Contractor's superintendent / supervisor shall be available at all times with a cellular phone, to receive instructions from the Authority's representative for the coordination of the snow plowing salt spreading operations.

18. MAINTENANCE AND PROTECTION OF TRAFFIC

Traffic on the Turnpike is under the direct supervision and control of the New Jersey State Police who will enforce traffic regulations. They may pertain to the Contractor as well as the traveling public in view of the existing conditions.

If the State Police or Director should notify the Contractor or his Supervisor of any hazardous condition or violation of safety regulations, all operations shall be summarily discontinued and immediate remedial action shall be taken to the satisfaction of the State Police before work is resumed. Turnpike regulations will be furnished upon request.

The attention of the Contractor is especially directed to the fact that his operations will be conducted under conditions incident to highway traffic and in close proximity thereto, and that all necessary precautions must be taken to safeguard such traffic. A minimum of interference is mandatory and all measures proposed to be taken shall be submitted to the Director for approval.

Note: Each piece of Contractor's equipment shall be identified clearly by name and address.

19. ARRIVAL TIME DEFAULT

The contractor will be required to deliver their trucks within one hour to their designated area after a call out by the Authority. Should the contractor fail to comply with the specified times, the Authority reserves the right to hire any available equipment and personnel on an emergency basis and charge the contractor for any difference in price. The contractor shall be penalized the hourly rate for each piece of absent equipment for each hour the team operates. In the event that the Authority utilizes a late-arriving contractor, the Authority will reduce the guaranteed hours of work by the amount of time lost by such late arrival to the closest hours.

The normal call out will begin with the notification to the contractor of the anticipated need for manned snow removal equipment. The contractor will then be required to respond and to arrive at the designated location within one hour's notice with all required equipment and personnel.



